

CAUSE NO. 09-09896 FILED

WILLIE BOOTH and CARMEN BOOTH
Plaintiffs,

v.

XTO ENERGY, INC., CHESAPEAKE
EXPLORATION COMPANY, LLC,
VANTAGE ENERGY, LLC, TITAN
OPERATING, LLC, CHIEF OIL & GAS,
LLC, QUICKSILVER RESOURCES, INC.,
RED OAK ENERGY PARTNERS, LLC,
KEYSTONE EXPLORATION, LTD,
CARRIZO OIL & GAS, INC.,
TRINITY EAST ENERGY, LLC,
PERMIAN LAND COMPANY, a Division of
DEVONIAN ENTERPRISES, INC., FRED W.
JONES, Individually and/or d/b/a DEVONIAN
ENTERPRISES, INC., JACK HUXEL,
JAY VAN ZANDT, DALE PROPERTY
SERVICES, LLC, THE CAFFEY GROUP,
LLC, FOUR SEVENS ENERGY CO, LLC,
BRYSON KUBA, LP, LLANO OPERATING,
CORP, and CHEAHA LAND SERVICES, LLC
Defendants.

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

160th-H
JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION, CLAIM FOR DAMAGES AND NOTICE OF
INTENT TO REQUEST INJUNCTIVE RELIEF

TO THE HONORABLE COURT:

Now comes Willie Booth and wife, Carmen Booth, Plaintiffs herein, complaining of XTO ENERGY INC., CHESAPEAKE EXPLORATION COMPANY, LLC, VANTAGE ENERGY, LLC, TITAN OPERATING, LLC, CHIEF OIL & GAS, LLC, RED OAK ENERGY PARTNERS, LLC, QUICKSILVER RESOURCES, INC., KEYSTONE EXPLORATION, LTD, CARRIZO OIL & GAS, INC., TRINITY EAST ENERGY, LLC., PERMIAN LAND COMPANY, a division of DEVONIAN ENTERPRISES, DEVONIAN ENTERPRISES, INC. FRED W. JONES, JACK HUXEL, JAY VAN ZANDT, DALE PROPERTY SERVICES, LLC,

THE CAFFEY GROUP, LLC, FOUR SEVENS ENERGY CO, LLC, BRYSON KUBA, LP, LLANO OPERATING, CORP, and CHEAHA LAND SERVICES, LLC, and for cause of action would show this Honorable Court as follows:

1.0 Discovery Level

1.01 Plaintiffs intend to conduct discovery in this case as a Level 2 case pursuant to Rule 190.3 of the Texas Rules of Civil Procedure.

2.0 Jurisdiction and Venue

2.01 Jurisdiction is proper in this Court as the amount in controversy is within the jurisdictional limits of this Court.

2.02 Venue is proper in this County pursuant to Section 15.001 *et seq* of the Texas Civil Practice and Remedies Code and pursuant to Section 15.01 *et seq* of the Texas Business and Commerce Code as one or more of the Defendants is a resident of this County.

3.0 Parties

3.01 Plaintiffs are individual Texas residents residing within Tarrant County, Texas. Plaintiffs are husband and wife.

3.02 Defendant XTO Energy, Inc. ("XTO") is a Delaware corporation licensed to do business in the State of Texas, and maintains its principal place of business within Tarrant County, Texas at 810 Houston Street, Suite 2000, Fort Worth, Texas. Defendant XTO can be served by serving its agent for service of process, Frank G. McDonald, 810 Houston Street, Suite 2000, Fort Worth, Texas, 76102.

3.03 Defendant Chesapeake Exploration, LLC ("Chesapeake") is an Oklahoma Limited Liability Company registered to do business in the State of Texas which can be served

through its agent for service of process, CT Corporation System at 350 North St. Paul Street, Dallas, TX 75201.

- 3.04** Defendant Vantage Energy, LLC is a Delaware Limited Liability Company, registered to do business in the State of Texas but which does not maintain an agent for service of process in the State of Texas. Accordingly, it is deemed to have appointed the Texas Secretary of State as its agent for service of process. Vantage can be served by serving its agent for service of process, the Texas Secretary of State, which can then forward citation and all pleadings and discovery served therewith by certified mail, return receipt requested, to Vantage's principal place of business, c/o Roger J. Biemans, CEO, 116 Inverness Dr. East, Suite 107, Englewood, CO, 80112-5125.
- 3.05** Defendant Titan Operating, LLC is a Texas Limited Liability Company which can be served through its agent for service of process, Chris Hammack at 500 Main Street, Suite 910, Fort Worth, Texas 76102.
- 3.06** Defendant Chief Oil & Gas, LLC is a Texas Limited Liability Company, which can be served through its registered agent, David M. Hundley, 8111 Preston, Road, Suite 600, Dallas, Texas, 75225.
- 3.07** Defendant Quicksilver Resources, Inc., is a foreign corporation licensed to do business in the State of Texas which can be served through its registered agent, CT Corporation System, 350 North St. Paul Street, Suite 2900, Dallas, TX, 75201.
- 3.08** Defendant Red Oak Energy Partners, LLC is apparently a foreign limited liability company which is not registered and/or licensed to do business in the State of Texas, and is therefore deemed to have appointed the Texas Secretary of State as its agent for service of process. Red Oak can be served with process through its agent for service of process,

the Texas Secretary of State which can then forward citation, together with all pleadings and discovery filed therewith, by certified mail, return receipt requested, to Red Oak's offices at 3515 N. Union Street, Shawnee, OK 74804.

3.09 Defendant Keystone Exploration, Ltd., is a Texas limited partnership which can be served through its registered agent, Thomas B. Blanton, 777 Main Street, Suite 3100, Fort Worth, TX 76102.

3.10 Defendant Carrizo Oil & Gas, Inc., is a Texas corporation which can be served through its agent for service of process, CT Corporation System, 350 North St. Paul Street, Dallas, TX 75201.

3.11 Defendant Trinity East Energy, LLC is a Texas Limited Liability Company which can be served through its agent for service of process, D. Stephen Fort, 777 Main Street, Suite 3100, Fort Worth, TX 76102.

3.12 Defendant Permian Land Company ("Permian") is apparently an unincorporated division of Devonian Enterprises, Inc. which does not appear to be licensed and/or registered to do business within the State of Texas, and is therefore deemed to have designated the Texas Secretary of State as its agent for service of process. Further, as Permian is not registered to do business in the State of Texas, its owner, Devonian Enterprises, Inc., is personally liable for all obligations, debts and liabilities of Permian. Permian can be served with process through the Texas Secretary of State's Office which can then send a copy of the Plaintiffs' Original Petition together with all other documents, by certified mail, return receipt requested, to the offices of Permian Land Company at its place of business in Tarrant County located at Permian Land Company, P.O. BOX 1226, Fort Worth, TX, 76101.

- 3.13** Defendant Devonian Enterprises, Inc., is apparently a foreign corporation which is not licensed and/or registered to do business in the State of Texas, and is therefore deemed to have appointed the Texas Secretary of State as its agent for service of process. Further, as Devonian is not registered to do business in the State of Texas, its owner, Fred W. Jones, is personally liable for all obligations, debts and liabilities of Permian, Devonian and all purported employees of either Permian and/or Devonian. Devonian can be served by serving the Texas Secretary of State which can then forward citation and a copy of Plaintiffs' Original Petition, and all discovery served therewith by certified mail, return receipt requested, to Devonian's owner, Fred W. Jones, at his address, 4200 N. Meridian, #939, Oklahoma City, OK 73112.
- 3.14** Fred W. Jones, Individually and/or d/b/a Devonian Enterprises, Inc., is apparently a citizen of the State of Oklahoma and the purported owner of Permian and Devonian, and does not maintain an agent for the service of process in the State of Texas. Accordingly, he is deemed to have appointed the Texas Secretary of State as his agent for service of process. Defendant Jones can be served with citation by serving the Texas Secretary of State which can then forward the Plaintiffs' Original Petition and all other discovery served therewith, by certified mail, return receipt requested, to Fred W. Jones at his address 4200 N. Meridian, #939, Oklahoma City, OK 73112.
- 3.15** Jack Huxel ("Huxel") is an individual residing in Tarrant County, Texas and is the Lease Acquisition Manager for Defendants Permian and/or Devonian. He can be served with citation at his place of business 4245 Winfield Ave., Ft. Worth, TX 76102.

- 3.16 Jay Van Zandt ("Van Zandt") is a landman employed by Permian and/or Devonian and can be served with citation at his place of business 1501 Summit Ave., Ft. Worth, TX 76102.
- 3.17 Defendant Dale Property Services, LLC is a Texas Limited Liability Company which can be served through its agent for service of process, Brandon Buford, 2100 Ross Avenue, Suite 1870, Dallas, TX 75201.
- 3.18 Defendant The Caffey Group, LLC is a foreign limited liability corporation which is licensed to do business in the State of Texas and which can be served through its agent for service of process, Mark Caffey, 309 West 7th Street, Suite 400, Fort Worth, TX 76102-6902.
- 3.19 Defendant Four Sevens Energy Co., LLC is a Texas Limited Liability Company which can be served through its agent for service of process, Marty Searcy, 201 Main Street, Suite 1455, Fort Worth, TX 76102.
- 3.20 Defendant Bryson Kuba, LP is a Texas Limited Partnership which can be served through its agent for service of process, Kubaco Consulting, Inc., 133 Lakeside Drive, Malakoff, TX 75148.
- 3.21 Defendant Llano Operating, Corp., is a Texas corporation which can be served through its registered agent, Steve Looper, 7201 I-40 West, Suite 321, Amarillo, TX 79106.
- 3.22 Cheaha Land Services, LLC is a Texas Limited Liability Company which can be served through its registered agent, Scott Weathington, 37 Harbour Point Circle, Fort Worth, TX 76179.

4.0 Factual Background

- 4.01** Plaintiffs are the owners of real property located within Tarrant County, Texas known as 6919 Raven Meadow Drive in Arlington, TX, 76102 ("the Property") which is a part of the Meadow Vista Estates Addition Neighborhood. This lawsuit arises as a result of Defendant XTO's breach of a lease between the Plaintiffs and XTO due to XTO's failure and refusal to pay the agreed upon bonus to Plaintiffs.
- 4.02** The Property overlays the geographic strata known as the Newark East Field, commonly referred to as the Barnett Shale, a known and recognized formation which is characterized by prolific natural gas production.
- 4.03** Beginning in or about early 2007, Plaintiffs began receiving unsolicited offers to lease the Property for the production of oil, gas and other minerals from several different persons and entities purporting to represent various gas companies.
- 4.04** The Property also lies within the boundaries of the homeowners' coalition known as the South East Arlington Coalition of Texas. ("SEACTX"). SEACTX is a coalition of homeowners, homeowners' associations and/or neighborhoods, including the Plaintiffs and other homeowners within the Meadow Vista Estates Addition Neighborhood, which are located in reasonable geographic proximity to each other and which agreed to cooperate with each other and to undertake negotiations with various oil and gas entities on behalf of the homeowners whose lands are contained within its geographical boundaries for the leasing of such lands (including the Property) on the most economically favorable terms that SEACTX could negotiate.
- 4.05** SEACTX, on behalf of the Plaintiffs and others similarly situated, undertook negotiations with Chesapeake, XTO, and others to lease Plaintiffs' Property and on or about April 25,

2008, SEACTX and XTO agreed to the terms and conditions of a lease covering all lands within the SEACTX geographical boundaries, including the Property.

4.06 Plaintiffs were notified of the agreement with SEACTX and XTO, Plaintiffs have accepted the terms that were offered, and Plaintiffs have complied with every term of the contract. They have done everything XTO and its agents have asked of them. Plaintiffs have executed a lease with XTO and all conditions precedent to enforcing this contract have been met. At the time that Plaintiffs executed the Lease, they received a check for Four Thousand Two Hundred Sixty Nine and 23/100 Dollars (\$4,269.23) allegedly representing payment of the agreed bonus of Twenty Six Thousand, Five Hundred Seventeen and no/100 Dollars (\$26,517.00) per net mineral acre. However, Plaintiff's later discovered that they should have received a bonus check in the amount of Four Thousand Nine Hundred Thirty Two and 16/100 Dollars (\$4,932.16), and that they had not received the full amount of the bonus they were entitled to based upon the Property's acreage amount and the agreement reached with SEACTX. Plaintiffs then met with Defendant Van Zandt, an employee of Permian, (and XTO's agent), and explained the inaccuracy in the check's amount. Defendant Van Zandt agreed that the bonus had been miscalculated, and that the Plaintiffs should have received a check for an additional Six Hundred Sixty Two and 93/100 Dollars (\$662.93). Defendant Van Zandt then took back the original bonus check and advised Plaintiffs that they would receive a new bonus check for the correct amount shortly thereafter.

4.07 Plaintiffs contacted Defendant Huxel in September to inquire why they had still not received their bonus check as promised, even though they had signed the Lease.

- 4.08** On or about October 15, 2008, Plaintiffs received a letter from Permian enclosing a supplemental check payable to the Plaintiffs in the amount of Six Hundred Sixty Two and 93/100 Dollars (\$662.93). However, despite repeated requests, Defendants Permian, Devonian, Jones and XTO have failed and refused to provide the entire signing bonus that had been agreed upon.
- 4.09** Shortly after receiving the supplemental check, Plaintiffs were contacted by Permian and XTO and were advised not to cash the supplemental check and that their lease, and all lease acquisition activity within the SEACTX geographical area, was being terminated. Plaintiff has not cashed the supplemental check and has not received a replacement check for the amount of bonus owed.
- 4.10** Plaintiffs executed the Lease in good faith based upon the representations made by employees of Permian, XTO's agents, that they would receive the agreed upon bonus. Plaintiffs reasonably relied upon such representations and did not accept other offers to lease the Property in reliance upon the Defendants' representations that Defendants were leasing the Property. Plaintiffs have now lost the opportunity to lease to such other persons and/or entities because the market has changed dramatically due, at least in part, to the conduct of the Defendants as described herein.

5.0 Vicarious Liability

- 5.01** Huxel and Van Zandt are employed by Permian. Huxel and Van Zandt are each liable for their acts and/or omissions whether or not such actions were taken in the course and/or scope of their employment with Permian. As employees of Permian, Huxel and Van Zandt are also agents for Permian and XTO.

5.02 Permian is apparently an unincorporated entity, which is not licensed or otherwise registered to do business in the State of Texas. As such, under Texas law, its owners are liable for all acts/or and omissions of the employees, agents and representatives. Permian is a division of Devonian Enterprises, Inc. and owned by Fred W. Jones. Devonian Enterprises, Inc. is apparently an Oklahoma corporation which is not licensed or otherwise registered to do business in the State of Texas. Accordingly, its owner, Fred W. Jones is liable for all acts and omissions of all employees, agents and/or representatives of either Permian and/or Devonian.

5.03 Permian/Devonian/Jones as the ostensible employer of Huxel and Van Zandt, is responsible for all actions of Huxel and/or Van Zandt relevant to this cause of action taken in the course and scope of their employment with Permian/Devonian/Jones. Accordingly, Permian, Devonian and Jones are liable for the acts and/or omissions of Huxel and/or Van Zandt.

5.04 Plaintiffs would show that Permian is the agent for XTO. As such XTO is liable as principal for all acts of its agents including Huxel, Van Zandt, Devonian, Jones, and/or Permian, taken in furtherance of and in connection with their roles as agents.

6.0 First Cause of Action – Breach of Contract and Specific Performance

6.01 Plaintiffs incorporate Paragraphs 4.01 through 5.04 as if set forth herein again verbatim.

6.02 Plaintiffs have executed a legal and valid lease for the development of oil, gas and other minerals with Defendant XTO. The Lease constitutes a contractual agreement with XTO, and Plaintiffs are entitled to specific performance of the terms and conditions of the lease including the payment of a bonus in the amount of Four Thousand Nine Hundred Thirty Two and 16/100 Dollars (\$4,932.16). Plaintiffs have fully performed all obligations under

the terms and conditions of the Lease. XTO has breached the terms and conditions of the Lease and has not paid the agreed upon bonus of Four Thousand Nine Hundred Thirty Two and 16/100 Dollars (\$4,932.16). Plaintiffs here and now sue for specific performance of all terms and conditions of the Lease.

7.0 Second Cause of Action -- Fraud

7.01 Plaintiffs incorporate Paragraphs 4.01 through 6.02 as if set forth herein again verbatim.

7.02 Plaintiffs would show that the actions of XTO by and through its agents, Permian, Devonian, Jones, Huxel, and/or Van Zandt constitute fraud for which Plaintiffs are entitled to recover damages. These Defendants made representations to the Plaintiffs which they knew were false at the time they were made or which in the exercise of ordinary care such Defendants should have known were false. Such representations include, but are not limited to, the representation that Plaintiffs should receive another bonus check for the correct amount of bonus owed to them, were made with the intention of preventing Plaintiffs from leasing the Property to anyone other than XTO and its agents and with the intention that it be relied upon by the Plaintiffs. Plaintiffs justifiably relied upon such representations to their harm, detriment and economic injury.

7.03 Plaintiffs here and now sue for recovery of all actual, consequential, exemplary and other damages permitted for fraud pursuant to the laws of the State of Texas.

8.0 Third Cause of Action – Negligent Misrepresentation

8.01 Plaintiffs incorporate Paragraphs 4.01 through 7.03 as if set forth herein again verbatim.

8.02 Plaintiffs would show that the actions of XTO by and through its agents, Permian, Devonian, Jones, Huxel, and/or Van Zandt constitute negligent misrepresentation for which Plaintiffs are entitled to recover damages. These Defendants made representations

to the Plaintiffs which they knew were false at the time they were made or which were made with reckless disregard for whether they were true or not. Such representations include, but are not limited to, the representation that Plaintiffs should receive another bonus check for the correct amount of bonus owed to them, were made with the intention of preventing Plaintiffs from leasing the Property to anyone other than XTO and its agents and with the intention that it be relied upon by the Plaintiffs. Plaintiffs justifiably relied upon such representations to their harm, detriment and economic injury.

8.03 Plaintiffs here and now sue for recovery of all actual, consequential, exemplary and other damages permitted for negligent misrepresentations pursuant to the laws of the State of Texas.

9.0 Fourth Cause of Action – Fraud in Connection with the Sale of Real Estate

9.01 Plaintiffs incorporate Paragraphs 4.01 through 8.03 as if set forth herein again verbatim.

9.02 Plaintiffs would show that the actions of XTO by and through its agents, Permian, Devonian, Jones, Huxel, and/or Van Zandt constitute fraud in connection with the sale of real estate as Texas law holds that the execution of an oil and gas lease effectuates a sale of the minerals with a potential right of reverter. Plaintiffs were induced to sell their minerals through representations made by one or more of the Defendants XTO, Permian, Devonian, Jones, Huxel and/or VanZandt, and would not have entered into the lease/sale of such minerals but for the representations made by one or more of these Defendants, including but not limited to the representation that Plaintiffs would receive a bonus in the amount of Twenty Six Thousand Five Hundred Seventeen and no/100 Dollars (\$26,517.00) per net mineral acre as a signing bonus. Plaintiffs have not received the

promised bonus, and accordingly, have been damaged in the amount of the bonus owed although they have allegedly conveyed title to their minerals to XTO.

9.03 Plaintiffs here and now sue for recovery of all actual, consequential, exemplary and other damages permitted for fraud in connection with the sale of real estate pursuant to the laws of the State of Texas including but not limited to Texas Business and Commerce Code Section 27.01, *et seq.*

10.0 Fifth Cause of Action -- Civil Conspiracy

10.01 Plaintiffs incorporate Paragraphs 4.01 through 9.03 as if set forth herein again verbatim.

10.02 Plaintiffs would show that during the summer of 2008, Defendants and others engaged in acquiring leases in the Barnett Shale area recognized that the amounts being paid for bonuses in the Barnett Shale area, particularly in the Tarrant County, Denton County, and Johnson County area where the Defendants were actively engaged in competition to acquire leases, were far higher than had been paid historically for the acquisition of leases in the State of Texas. Defendants concluded there was no likelihood that these amounts were going to stabilize unless some concerted action on behalf of all the major entities, including but not limited to these Defendants, was taken. Upon information and belief, Defendants conceived a plan or scheme in concert with each other which was intended to, and did, drive the bonus and royalty payments down to a far lower amount than was being paid at the time.

10.03 The object of such plan or scheme was to prevent the natural market forces which had been setting prices for the bonus and royalty payments from continuing, and instead substituting an artificially low price for bonus and royalty payments, thereby increasing

the profits each participant would receive at the expense and injury of individual landowners such as the Plaintiffs.

10.04 In furtherance of this plan or scheme, Defendants and other participants made a collective decision to terminate virtually all lease agreements covering the Barnett Shale formation in Tarrant County, and announced the decision to terminate the agreements reached with SEACTX and other similar neighborhood coalitions. Each of these Defendants made such announcements within days of each other.

10.05 As a direct and proximate result of this conspiracy, Plaintiffs have been harmed and injured by not being able to lease the Property at a fair and reasonable market driven rate for the bonus and the royalty payments.

10.06 As members of a civil conspiracy, each of the Defendants is jointly and severally liable for the acts and/or omissions of the other Defendants.

11.0 Sixth Cause of Action -- Violation of the Texas Free Enterprise and Antitrust Act of 1983.

11.01 Plaintiffs would show that the agreement(s) between the Defendants constitutes an agreement with the intended purpose and effect of lessening competition in the market to lease lands within the geographic boundaries of the Barnett Shale including the Property, by keeping prices for bonus payments and royalty payments at an artificially low level.

11.02 Such agreement(s) constitute an improper contract, combination or conspiracy in restraint of trade or commerce in violation of Section 15.01 *et seq* of the Texas Business and Commerce Code, commonly referred to as the Texas Free Enterprise and Antitrust Act of 1983.

- 11.03** Plaintiffs are persons as defined by the Texas Free Enterprise and Antitrust Act of 1983, and are entitled to pursue their claims for damages and injuries pursuant to Section 15.21(a)(1), and bring this action pursuant to such section.
- 11.04** Simultaneously with the filing of this action, Plaintiffs are providing notification of their claims to the Texas Attorney General pursuant to Section 15.21(c) of the Texas Business and Commerce Code.
- 11.05** Plaintiffs would show that pursuant to the terms and conditions of Section 15.01 *et seq* of the Texas Business and Commerce Code, Plaintiffs are entitled to recovery of actual damages, together with interest thereon, as well as the award of attorneys' fees.
- 11.06** Plaintiffs would show that the agreement(s) between Defendants was/were entered into willfully or flagrantly in violation of the rights of the Plaintiff and others similarly situated, and that such actions merit a finding by the trier of fact that Defendants conduct was willful or flagrant entitling the Plaintiffs to treble damages.

12.0 Application for Injunctive Relief

- 12.01** Plaintiffs would show that Defendants, and others with whom they are acting in concert can, and likely will, cause irreparable harm to Plaintiffs' ability to prove their case if they are not enjoined from destroying, secreting, altering, amending, or deleting documents, computer hard drives, CDs, DVDs, and other tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails. Accordingly, Plaintiffs seek injunctive relief on the grounds that there is the threat of imminent harm and irreparable injury to Plaintiffs' interests as described herein for which there is no adequate remedy at law pursuant to Texas Civil and Practices Remedies Code Sec. 65.011(1). Attached hereto as Exhibit "A" is a Rule 11 Agreement pursuant to which

Defendant agrees not to destroy, secret, alter, amend, or delete documents, computer hard drives, CDs, DVDs and other tangible and/or electronically recorded records and/or on materials. Plaintiffs reserve the right to seek entry of a Temporary Restraining Order in accordance with the Texas Rules of Civil Procedure and the Dallas County Local Rules, unless Plaintiffs receive an executed copy of such Rule 11 Agreement from each of the Defendants on or before August 17, 2009, at 5:00PM CDT at the offices of Plaintiffs, counsel, Petroff & Associates, 3838 Oak Lawn Avenue, Suite 1124 Dallas, TX 75219.

12.02 Plaintiffs have shown a probable right of recovery and likelihood of success on the merits. As a direct and proximate result of the Defendants' wrongful acts, Plaintiffs have suffered and will continue to suffer imminent and irreparable injury for which no remedy at law exists without the protections of a Temporary Restraining Order and injunctive relief preventing Defendants and all those acting in concert with them from destroying, secreting, altering, amending, or deleting documents, computer hard drives, CDs, DVDs, and other tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails. Plaintiffs will post the necessary reasonable bond to facilitate the injunctive relief requested.

13.0 Attorneys' Fees

13.01 Plaintiffs are entitled to recovery of attorneys' fees pursuant to Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code as well as pursuant to Section 15.01 *et seq.* and Section 27.01 *et seq.* of the Texas Business and Commerce Code. Plaintiffs have agreed to pay the undersigned counsel a fair and reasonable fee for the services rendered in connection with the preparation, prosecution, and, if necessary, the appeal of this case. Plaintiffs seek recovery of attorneys fees in addition to the damages set forth herein.

14.0 Request for Jury Trial

14.01 Plaintiffs here and now request a jury trial, and tender the required jury fee.

15.0 Requests for Disclosure

15.01 Plaintiffs request that the Defendants provide all information responsive to Texas Rules of Civil Procedure Rule 194.2 (a) through (l) in accordance with such rules.

16.0 PRAYER

16.01 WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray;

16.01.1 That unless Plaintiffs receive an executed copy of a Rule 11 Agreement on or before August 17, 2009, at 5:00PM CDT at the offices of Plaintiffs counsel, Petroff & Associates, 3838 Oak Lawn Avenue, Suite 1124 Dallas, TX 75219 pursuant to which Defendant agrees not to destroy, secret, alter, amend, or delete documents, computer hard drives, CDs, DVDs and other tangible and/or electronically recorded records and/or on materials, that a Temporary Restraining Order be issued, with or without notice to Defendants, ordering Defendants, their agents, employees, representatives, contractors and workers and anyone subject to supervision and control, and all those acting in concert with them not to destroy, secret, alter, amend, or delete any documents, computer hard drives, CDs, DVDs, and other tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails.

16.01.2 That the Court set a date and time for a hearing on this application for a Temporary Injunction and that upon conclusion of such hearing that Defendants their agents, employees, representatives, contractors and workers and anyone subject to supervision and control, and all those acting in concert with them be ordered not to destroy, secret, alter, amend, or delete any documents, computer hard drives, CDs, DVDs, and other

tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails.

16.01.3 That upon a final determination in this cause, Defendants, their agents, employees, representatives, contractors and workers and anyone subject to their supervision and/or control, and all those acting in concert with them, be permanently ordered not to destroy, secret, alter, amend, or delete documents, computer hard drives, CDs, DVDs, and other tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails.

16.01.4 That Defendant XTO be ordered to specifically perform in accordance with the Lease terms and issue a check to the Plaintiffs in the full amount owed for the bonus payment of Twenty Six Thousand Five Hundred Seventeen and no/100 Dollars (\$26,517.00) per net mineral acre.

16.01.5 That Defendants be found to be jointly and severally liable for the harm and damage that they have caused to Plaintiffs by engaging in and carrying on the conspiracy to keep bonus and royalty payments to Plaintiffs and others similarly situated artificially low.

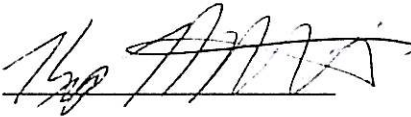
16.01.6 That Plaintiffs be awarded attorneys' fees in accordance with Section 15.01 *et seq.* and/or Section 27.01 *et seq.* of the Texas Business and Commerce Code and/or Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code.

16.01.7 That the Court enter a finding that Defendants acted willfully or flagrantly and that Plaintiffs damages, including attorneys' fees, be trebled in accordance with Section 15.01 *et seq.* of the Texas Business and Commerce Code.

16.01.8 That Plaintiffs recover their costs of court, interest on all damages as permitted by law and for such other and further relief, both general and special, at law or in equity to which Plaintiffs may show themselves to be entitled.

Respectfully submitted,

PETROFF & ASSOCIATES

By: 

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WILLIE BOOTH and CARMEN BOOTH
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Defendants.

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IN THE DISTRICT COURT OF

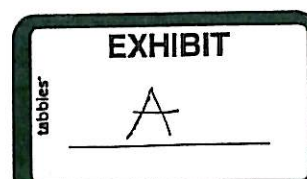
**DALLAS COUNTY, TEXAS**

JUDICIAL DISTRICT

**RULE 11 AGREEMENT**

The undersigned hereby agrees, for and on behalf of itself/himself, its/his agents, employees, servants, and others acting in concert with it/him, not to destroy, secret, alter, amend, or delete any documents, computer hard drives, computers, computer storage systems, computer filing systems, computer databases, electronic databases, CDs, DVDs, and other tangible and/or electronically recorded records and/or materials, including, but not limited to, e-mails, databases, data collection, data mining software and information systems, data mining software and information collection, data mining and similar programs which relate to any oil, gas and/or other mineral leasing, drilling permits, exploring, producing, fracing, transmission, and/or drilling activity within the Barnett Shale during the pendency of any cause of action brought by Willie Booth, and his wife, Carmen Booth, unless and until application to engage in such activities has been properly made to this Court and Willie Booth and his wife, Carmen Booth, and their counsel have been afforded an opportunity to be heard. This specifically applies to and includes any information any Defendant has pertaining to activities of any other Defendants with respect to matter relevant to this lawsuit.

## RULE 11 AGREEMENT



PAGE 1

XTO Energy, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Chesapeake Exploration Company, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Vantage Energy, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Titan Operating, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Chief Oil & Gas, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Quicksilver Resources, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Red Oak Energy Partners, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Keystone Exploration, Ltd.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_



Carrizo Oil & Gas, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Trinity East Energy, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Permian Land Company, a Division of  
Devonian Enterprises, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Fred W. Jones, Individually and/or d/b/a  
Devonian Enterprises, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Jack Huxel

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Jay Van Zandt

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dale Property Services, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

The Caffey Group, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Four Sevens Energy Co, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Bryson Kuba, LP

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Llano Operating, Corp.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Cheaha Land Services, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_